

Kyiv, Ukraine
August 26, 2011

SUBJECT: Solicitation # SUP300-11-Q-0011 for Stairs Installation Project at 14 Nickolsko-Botanychna St., apt # 24 and 26

Dear Prospective Quoters:

The Embassy of the United States of America invites you to submit a proposal for Construction services of US Government property located at 14 Nickolsko-Botanychna St., # 24 and 26, Kyiv, Ukraine. The services should include the construction of the stairwell and renovation of the adhesive to the newly built stairs area of the US Government owned apartments.

If you intend to submit a proposal, you should thoroughly examine all documents contained in the contract solicitation package and arrange for a personal inspection of the project site by a representative from your company. The Embassy intends to conduct a site visit, and all prospective offerors who have received a solicitation package will be invited to attend. **The site visit will be held at 14 Nickolsko-Botanychna St, # 24, September 2, 2011 at 11:00 am.**

Your proposal must be submitted in a sealed envelope marked "Proposal Enclosed" to the Contracting Officer Ina Erickson at Artem Business Center located at 4 Glybochitska St. on or before 17:00 pm on September 10, 2011. No proposals will be accepted after this time.

Complete Part II of the Standard Form 1442, including all blank spaces, and have the form signed by an authorized representative of your company, or the proposal may be considered unacceptable and may be rejected.

In order for a proposal to be considered, you must also complete and submit the following:

1. Section A and Attachment 2 Breakdown of Price by Divisions of Specifications
2. Section L, Representations and Certifications
3. Bar Chart illustrating sequence of work to be performed

The contract will be a firm fixed price contract, with no adjustment for any escalation in costs or prices of labor or materials. Each offeror will be responsible for determining the amount of labor and materials that will be required to complete the project, and for pricing in its proposal accordingly.

Please be advised that each offeror is responsible for furnishing complete information to its subcontractors and suppliers, such as details and quantities required by the drawings and specifications. Subcontractors and suppliers should not be referred to the Embassy for determining the amount or quantities of materials required.

The construction completion date is August 26, 2011.

In the event of an unauthorized or unexcused delay in completing the project, liquidated damages in the amount of **\$ 700.00** per calendar day will be assessed until substantial completion of the project is achieved.

The Contracting Officer reserves the right to reject any and all proposals and to waive any informality in proposals received. In addition, the Embassy reserves the right to establish a competitive range of one or more offerors and to conduct further negotiations concerning price and other terms before awarding the contract, or to award without discussions.

Please direct any questions regarding this solicitation to Olena Stavnycha by letter or by telephone 490-4113, fax 490-4085 during regular business hours.

Sincerely,

Ina Erikson
Contracting Officer
American Embassy
Kiev, Ukraine

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. SUP300-11-Q-0011	TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 08/26/2011	PAGE OF PAGES 1 2
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IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY American Embassy Kyiv, Ukraine 4 Glybochitska St.	CODE 	8. ADDRESS OFFER TO see Item 7
9. FOR INFORMATION CALL: ➔	A. NAME Olena Stavnycha	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 490-4113 490-4085 fax

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Section A - Price
 Section B - Scope of Work
 Section C - Packaging and Marking
 Section D - Inspection and Acceptance
 Section E - Deliveries and Performance
 Section F - Administrative Data
 Section G - Special Requirements
 Section H - Clauses
 Section I - List of Attachments
 Section J - Quotation Information
 Section K - Evaluation Criteria
 Section L - Representations, Certifications, and other Statements of offerors or Quoters

11. The Contractor shall begin performance within 2 calendar days and complete it till September 15, 2010 after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT
 BONDS?(If "YES," indicate within how many calendar days after award in Item 12B.)
☒ YES ☐ NO

12B. CALENDAR DAYS
 5 days

ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 17:00 p.m. (hour) local time 09/10/2011 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
 B. An offer guarantee ☐ is, ☒ X is not required.
 C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by referenced. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)										
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)						15. TELEPHONE NO. (Include area code)				
						16. REMITTANCE ADDRESS (Include only if different than Item 14)				
CODE			FACILITY CODE							
17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within <u>60</u> calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D)										
AMOUNTS		<div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 10px;">➔</div> <div>Grand Total for the Project: USD _____</div> </div>								
18. The offeror agrees to furnish any required performance and payment bonds.										
ACKNOWLEDGMENT OF AMENDMENTS <i>The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						B. SIGNATURE			C. OFFER DATE	
WARD (To be completed by Government)										
21. ITEMS ACCEPTED: All										
22. AMOUNT \$				23. ACCOUNTING AND APPROPRIATION DATA						
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (2 copies unless otherwise specified) ➔				ITEM 7		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				
26. ADMINISTERED BY Block 31				CODE		27. PAYMENT WILL BE MADE BY Electronic Bank Transfer				
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract						<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.)				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)						31A. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)				
30B. SIGNATURE				30C. DATE		31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

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SF 1442 cover sheet

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Attachments

- Attachment 1: Standard Form 25, "Performance and Guaranty Bond"
- Attachment 2: Standard Form 25A, "Payment Bond"
- Attachment 3: Sample Bank Letter of Guarantee
- Attachment 4: Breakdown of Price by Divisions of Specifications
- Attachment 5: Drawings
- Attachment 6: Specifications

REQUEST FOR QUOTATIONS - CONSTRUCTION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead and profit.

Total Price **USD** _____

B. SCOPE OF WORK

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

The Embassy will contract to perform installation of staircase between apartments of the 1st floor and 2 floor of the US Government owned apartment at 14 Nickolsko-Botanychna St., # 24 and 26.

Description of Project:

All work for the realization of the staircase has to be accomplished according to the requirements of "Constructions Standards and Rules III-4-80* "Safety rules in Construction" (Valid normative documents in Ukraine).

In order to prevent overloading of the existing floor, the load of the storage of materials and debris must not exceed 150kg/m².

Construction works must be accomplished according with the design drawings K3 and AP (labeling of the layouts).

Construction works shall take place from Monday to Friday from 8 a.m. to 6 p.m. (time should be coordinated with the responsible representatives of the customer).

The realization of the stairs between the first and second floors has to start with a preparation phase consisting in the accomplishment of the plasterboard partition of the ground floor to provide penetration of any dust and debris into the apartment № 24. On the ground floor the floor should be covered with plywood and a cardboard, to protect the surface of the floor.

The indoor unit air conditioner should be removed. Afterwards it should be installed in the new place at a distance of 4.0m from its current location. Lighting fixture (chandelier) and electrical

wiring from the ceiling of the ground floor shall be removed. The chandelier must be installed afterwards on the ceiling of the first floor.

Partially dismantle the existing partitions (box) on the first floor.

After the preparatory phase one should begin dismantling the floor between the ground and the first floor, where the staircase is going to be located.

Debris closed in bags should be transported by a mechanical lifting gear (block-hoist) through the balcony on the first floor. Construction waste should not be stored outside, on the street, but should be removed immediately.

Dismantling the floor and its units should be performed in the following way: first, one should dismantle the floor in the place where beam marked "a" will be mounted (see page 7 in the drawings' set marked as K3). On the drawing K3-10 is given the location of the metal beam marked with "a".

Further dismantling of the floor is to be performed in a convenient way for the builders.

After removing the existing floor, one can start mounting the metal floor construction between the first and the second floor.

Mount the metal beams in the indicated position, creating niches in the existing brick wall. After the installation of the floor beams fill the niches with concrete B15 with the shallow gravel.

Install the formwork (deck) for casting a monolithic floor. Install temporary supports under the metal beams. It should not overload the existing floor on the ground floor. The reinforcing steel has to be welded to the flanges of the metal beams. Tie the intersecting reinforcement bars with wire every second knot (step). The protective layer for the reinforcement steel is 15 mm.

Cast the monolithic slab according to the drawings' set marked K3. Dismantle the formwork after the concrete has reached the 75% of resistance, on the seventh day, with an average ambient temperature +25 °.

The mounting of the stair's bridge boards (beams) can be started after the works on the monolithic floor will be finished.

The bridge boards should be prepared outside of the building site.

Welded joints should be done manually by means of arc welding. Welded joints should be cleaned up (trim).

Welding of all types of metal ware is to be performed with electrodes Э 42 (E42) ГОСТ 9467-75 *(Governmental Standard 9467-75 - Valid normative documents in Ukraine).

The height of welding joints is specified in the drawings and in the general instructions.

All metal ware has to be covered with primer GF 119 (ГФ 119) and protected from corrosion by coating with enamel PF 115 (ПФ 115) in two layers with a total thickness of 55mkm.

Exposed surfaces of the metal beams shall be protected with plaster 20mm thick reinforced with a mesh.

Mount a new section of the electric panel and change the switches of the lamp (chandelier on the 1st floor.) into cross switches.

Lay power supply (electric cable) for LED backlight of the steps placed on the wall over the treads every second step in the first flight of stairs.

When the floor at the height of 4.200 m is completed, start installation of plasterboard partitions on the first floor (wardrobe in the bedroom 2).

Start plasterboard and plaster works after completing the restoration of the false ceiling, moldings etc.

Even the floor for laying the parquet

Lay parquet floor with glue (type, color and wood structure is similar to the existing parquet on the ground floor)

Order of the finishing works:

1. Mount the treads on the metal construction.
2. Mount the wooden handrails.
3. Polish the parquet and paint it with varnish.
4. Cover the walls with white wallpaper for painting.
5. Paint the wallpaper (paint color and structure is similar to the existing)
6. Install moldings and baseboards.

The specification of materials / Специфікація матеріалів

№	Material's items Найменування матеріалів	Unit measure Одиниці виміру	Quantity Кількість	E. F. G. Notes Примітки
1	Concrete, ready-mixed (B25) Бетон товарний (B25)	Cub.m М3	1,0*	Floor Перекриття
2	Channel beam, steel Швелери сталеві	T	0,360*	Floor beams Балки перекриття
3	TS beam (steel quadrate hollow beam) Квадратний замкнутий профіль	T	0,280*	Bridge board (stair beams) Косоури
4	TS beam (steel rectangular hollow beam) Прямокутний замкнутий профіль	T	0,05*	Bridge board (stair beams) Косоури
5	Steel (hot-rolled steel) Сталь прокатна (гарячекатана)	T	0,035*	Metal construction Металоконструкції
6	Steel - reinforcement bars (hot-rolled steel) сталь арматурна (гарячекатана)	T	0,760*	Cast floor constructions Монолітне перекриття
7	Parquet board	Sq. m	11,0*	Pavement of the ground and

	(fabricated wood block flooring) Паркетна дошка	M2		of the first floor Підлога першого і другого поверхів
8	Elastic layer Пружна прокладка	Cub. m M3	0,045	Floors of the first floor Підлога другого поверху
9	Cleat (wooden) Дерев'яна прокладка	Cub. m M3	0,07	Floors of the first floor Підлога другого поверху
10	Beams Лаги	Cub.m M3	0,085	Floors of the first floor Підлога другого поверху
11	Solid wooden deck Суцільний дощатий настил	Cub.m M3	0,31	Floors of the ground and the first floor Підлога першого і другого поверхів
12	Insulation of mineral (rock) wool Утеплювач із мін. вати.	Cub.m M3	0,90	Floor heat insulation Утеплювач перекриття
13	Tread (45 mm.) Сходинка	Sq.m M2	7.0	
14	Wooden newel Дерев'яна стійка поручнів	pcs. Шт.	8	
15	Wooden handrail 50 x 70 mm. Дерев'яний поручень 50 x 70 mm.	running metre М/П	23	
16	Wooden stair post (baluster) Дерев'яна балясина	pcs. Шт.	98	
17	White wallpaper (to be painted) Шпалери під фарбування	Sq.m M2	100*	
18	Acrylic paint Фарба акрилова	Liters. Літрів	20,5*	
19	Glue for parquet Клей для паркета	Kg Кг.	15	
20	Electrical cable, copper 3x2.5 Електро кабель, медь 3x2,5	meter М	40.0*	Electric lighting power grid Для мережі освітлення
21	Two-key switch Вимикач двоклавішний	pcs. Шт.	2	
22	Electric socket (with box) 220V, 10A Розетка електрична з коробкою,	pcs. Шт	2	

	220B, 10A			
23	Transfer of the air conditioner for the 4.0m Перенос кондиціонера на 4.0м	Компл.	1	
24	Mouldings Молдинг	Linier meter М/П	15.0*	1nd floor 2-й пов
25	Skirting board (baseboard) Плінтус	Linier meter М/П	15.0*	1nd floor 2-й пов
26	LED-lights lamp Діодні світильники	pcs. Шт.	7	for stairs' lighting
Примитки: витрата матеріалів позначена знаком * уточнити по місцю Н. Note: the amount of materials marked with the sign * are to be specified on place				

General Requirements and Services

- a. The building is an apartment building, which will be occupied during the period of project execution. The contractor shall insure minimal disruption and inconvenience to the other apartment tenants at all times.
- b. The contractor shall also coordinate any design services required to resolve any unforeseen contingencies discovered as part of the project with Embassy A/E firm and COR.
- c. The contractor shall coordinate all aspects of the project with the COR who shall serve as the primary point of contact to the embassy. The contractor shall take directives from the Contracting Officer or the COR only.
- d. Inspection of work shall be done by the COR. Any changes to the project shall be made in writing by the COR. Acceptance of finished project shall be approved in writing by the COR.
- e. The contractor shall remove all waste materials and construction debris from the property routinely as directed by the COR. No unsightly or unsafe accumulation shall be permitted on site.
- f. The contractor shall take necessary measures to insure minimal spread of construction dust throughout the building. Plastic sheeting or other appropriate materials shall be

installed to seal the work area from other parts of the building. Powered floor sanding equipment shall have dust collecting attachment as integral part of equipment.

- g. Contractor is responsible to take special care about the existing A/C. All interior A/C units must be properly protected from the construction dust. All interior A/C units must be thoroughly cleaned at the end of the project.
- h. At completion of project the contractor shall provide professional cleaning services to clean the entire apartment and areas of the staircase, if any. Cleaning shall include windows and all wall, floor and ceiling surfaces. Fixed equipment such as light fixtures shall be thoroughly cleaned and air conditioning equipment shall be serviced to insure proper function. All areas outside of the building including inside the property boundary and at the street shall be cleaned of project debris. All cleaning and restoration shall be approved and accepted by the COR.
- i. Project work on site shall be Monday through Friday from 0800 to 1800 excluding Ukrainian holidays. No other working hours shall be allowed without written approval of the COR.
- j. Project work on site shall begin only after issue to contractor of Notice To Proceed by Contracting Officer.
- k. The Contractor shall submit the work schedule with detailed description and duration of work stages.

Safety:

- a. The contractor shall provide task appropriate personal protective equipment (PPE) to all workers and shall insure that PPE is used at all times during project execution. All subcontractors shall follow the same PPE requirement.
- b. The contractor shall insure that all work is performed in a safe and workman like manner.
- c. The residence shall be accessible only for the Contractors and Embassy personnel at all times.
- d. Contractor is responsible for all deliveries of the construction tools and materials to the apartment and all removals of the construction debris from the apartment to be done in a safe manner in order to avoid any possible hazards to the tenants of the other apartments. Use of the building elevator for these purposes may not be allowed. Any damage to staircase walls, steps or landings occurred as a result of these processes shall be repaired by the contractor to match original conditions.

- e. Staging of equipment and materials on staircase landing outside the apartment may not be allowed. The stairs and staircase landings must be kept free for access any time during the project.

C. PACKAGING AND MARKING

None

D. INSPECTION AND ACCEPTANCE

The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 *Substantial Completion*

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 *Final Completion and Acceptance*

D.2.1 "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 *Final Inspection and Tests* - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 *Final Acceptance* - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance)

E - DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract till September 15, 2010 (after the date the Contractor receives the notice to proceed),
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than September 15, 2010.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of USD700.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "three calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice Of Delay - If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting

Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may select to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Working Hours - All work shall be performed during 8:00 – 18:00 excluding Ukrainian holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at 4 Glubochytska St, Artem Center to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

Deliverables - The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to</u>
Section G. Securities/Insurance	1	5 days after award	CO
Section E. Construction Schedule	1	5 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	2 days after award	COR
Section F. Payment Request	1	last calendar day of each month	COR
Section D. Request for Substantial Completion	1	2 days before inspection	COR
Section D Request for Final Acceptance	1	2 days before inspection	COR

F ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is *Facility Maintenance Supervisor*.

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following elaborates on the information contained in that clause.

Requests for payment may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The payment will be done in UAH according to the USD exchange rate of National Bank of Ukraine on the date of payment. The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

G. SPECIAL REQUIREMENTS

G.1.0 Performance/Payment Protection - The Contractor shall furnish some form of payment protection as described in 52.228-13 in the amount of 10% of the contract price.

G.1.1 The Contractor shall provide the information required by the paragraph above within five (5) calendar days after award. Failure to timely submit the required security may result in rescinding or termination of the contract by the Government. If the contract is terminated, the contractor will be liable for those costs as described in FAR 52.249-10, Default (Fixed-Price Construction), which is included in this purchase order.

G.1.2 The bonds or alternate performance security shall guarantee the Contractor's execution and completion of the work within the contract time. This security shall also guarantee the correction of any defects after completion, the payment of all wages and other amounts payable by the Contractor under its subcontracts or for labor and materials, and the satisfaction or removal of any liens or encumbrances placed on the work.

G.1.3 The required securities shall remain in effect in the full amount required until final acceptance of the project by the Government. Upon final acceptance, the penal sum of the performance security shall be reduced to 10% of the contract price. The security shall remain in effect for one year after the date of final completion and acceptance, and the Contractor shall pay any premium required for the entire period of coverage.

G.2.0 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence	\$ 5,000.00
Cumulative	\$100,000.00

2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$ 5,000.00
Cumulative	\$100,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3.0 Document Descriptions

G.3.1 Supplemental Documents: The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4.0 Laws and Regulations - The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more

stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5.0 Construction Personnel - The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G.5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award, the Contractor has two calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 3 days to perform. For each individual the list shall include:

Full Name
Place and Date of Birth
Current Address
Identification number

Failure to provide any of the above information may be considered grounds for rejection and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

G.5.3 The Contractor shall provide an English speaking supervisor on site at all times. This position is considered as key personnel under this purchase order.

G.6.0 Materials and Equipment - All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7.0 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8.0 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9.0 Zoning Approvals and Permits

The Government shall be responsible for:

- obtaining proper zoning or other land use control approval for the project
- obtaining the approval of the Contracting Drawings and Specifications
- paying fees due for the foregoing; and,
- for obtaining and paying for the initial building permits.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FEDERAL	ACQUISITION	REGULATION	(48	CFR	CH.	1)
<u>Clause</u>	<u>Title</u>	<u>and</u>				<u>Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)					
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)					
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (DEC 2009)					
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)					
52.222-19	Child Labor – Cooperation with Authorities and Remedies (AUG 2009)					
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)					
52.225-10	Notice of Buy American Act/Balance of Payments Program—Construction Materials (FEB 2000)					
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)					
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)					
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)					
52.228-5	Insurance - Work on a Government Installation (JAN 1997)					
52.228-11	Pledges of Assets (SEP 2009)					
52.228-13	Alternative Payment Protection (JUL 2000)					
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)					
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)					
52.232-8	Discounts for Prompt Payment (FEB 2002)					
52.232-11	Extras (APR 1984)					
52.232-18	Availability of Funds (APR 1984)					

52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.244-6	Subcontracts for Commercial Items (AUG 2009)
52.245-9	Use & Charges (JUNE 2007)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004) Alternate I (APR 1984)
52.249-14	Excusable Delay (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at

<http://www.state.gov/m/ds/rls/rpt/c21664.htm>

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

DOSAR 652.236-70 ACCIDENT PREVENTION (APR 2004)

(a) *General.* The contractor shall provide and maintain work environments and procedures which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and, control costs in the performance of this contract. For these purposes, the contractor shall:

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and,
- (3) Ensure that any additional measures the contracting officer determines to be reasonably necessary for this purpose are taken.
- (4) For overseas construction projects, the contracting officer shall specify in writing additional requirements regarding safety if the work involves:

- (i) Scaffolding;
- (ii) Work at heights above two (2) meters;
- (iii) Trenching or other excavation greater than one (1) meter in depth;
- (iv) Earth moving equipment;

(v) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;

(vi) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);

(vii) Hazardous materials – a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or

(viii) Hazardous noise levels.

(b) *Records.* The contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(c) *Subcontracts.* The contractor shall be responsible for its subcontractors' compliance with this clause.

(d) *Written program.* Before commencing work, the contractor shall:

(1) Submit a written plan to the contracting officer for implementing this clause. The plan shall include specific management or technical procedures for effectively controlling hazards associated with the project; and,

(2) Meet with the contracting officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) *Notification.* The contracting officer shall notify the contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the contractor or the contractor's representative on site, shall be deemed sufficient notice of the non-

compliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the contractor fails or refuses to promptly take corrective action, the contracting officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR

Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Price by Divisions of Specifications	1
Attachment 3	Drawings	
Attachment 4	Specifications	

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors/quoters must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in SCOPE OF WORK, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

<u>Volume</u>	<u>Title</u>	<u>No. of Copies*</u>
I	Standard Form 1442 including a completed Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS.	__1__
II	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	__1__

Submit the complete quotation to the address indicated on Standard Form 18, if mailed, or the address set forth below, if hand delivered.

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

Volume II: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

Proposed Work Information - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project;
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them; and,

Experience and Past Performance - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
- (4) Brief description of the work, including responsibilities; and
- (5) Any litigation currently in process or occurring within last 5 years.

C. 52.236-27 SITE VISIT (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or

quoters are urged and expected to inspect the site where the work will be performed.

- (b) A site visit has been scheduled for **September 2, 2011 at 11:00 p.m.**
- (c) Participants will meet at **14 Nickolsko-Botanychna St., # 24.**

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be:

Between USD 25,000.00 and USD 100,000.00

I. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

F. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as, Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR.
<http://www.statebuy.state.gov>

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

(a) The Department of State has entered into a contract with an insurance carrier to provide Defense Base Act (DBA) insurance to Department of State covered contractor employees at a contracted rate. For the purposes of this provision, "covered contractor employees" includes the following individuals:

- (1) United States citizens or residents;

- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
 - (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers' compensation laws.
- (b) In preparing the cost proposal, the bidder/offeror shall use the following rates in computing the cost for the DBA insurance:

Construction @ \$4.95 per \$100 of compensation.

(c) Bidders/Offerors shall compute the total compensation (direct salary plus differential, but excluding per diem, housing allowances) to be paid to covered contractor employees and the cost of DBA insurance in their bid/proposal using the foregoing rate. Bidders/offerors shall include the estimated DBA insurance costs in their proposed fixed price or estimated cost. However, the DBA insurance costs shall be identified in a separate line item in the bid proposal.”

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

☐ Sole Proprietorship;

☐ Partnership;

☐ Corporate Entity (not tax exempt);

- ☐ Corporate Entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent;

Name _____
 TIN _____

(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

- If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
- If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should be prepared to provide the following information:

- Company legal business name.
- Tradestyle, doing business, or other name by which your entity is commonly recognized.
- Company physical street address, city, state and Zip Code.
- Company mailing address, city, state and Zip Code (if separate from physical)
- Company telephone number
- Date the company was started.
- Number of employees at your location.

- Chief executive officer/key manager.
- Line of business (industry)
- Company Headquarters name and address (reporting relationship within your entity).

L.3 52.204-8 Annual Representations and Certifications. (FEB 2009)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____.

(2) The small business size standard is _____.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination Reserved

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). Reserved

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding Reserved.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) – (xii). Reserved

- (xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.
- (xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.
- (xix) Reserved

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Clause)

L.4. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

L.5 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) <i>United States citizens or residents</i>		
(2) <i>Individuals hired in the United States, regardless of citizenship</i>		
(3) <i>Local nationals or third country nationals where contract performance takes place in a country where there are no local workers' compensation laws</i>		Local nationals: _____ Third Country Nationals: _____
(4) <i>Local nationals or third country nationals where contract performance takes place in a country where there are local workers' compensation laws</i>		Local nationals: _____ Third Country Nationals: _____

(b) The contracting officer has determined that for performance in the country of –

X Workers' compensation laws exist that will cover local nationals and third country nationals.

Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates – Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

ATTACHMENT #1
SAMPLE LETTER OF BANK GUARANTY

Place []

Date []

Contracting Officer
U.S. Embassy, [Post name]
[Mailing Address]

Letter of Guaranty No. _____

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of [Amount equal to 20% of the contract price in U.S. dollars during the period ending with the date of final acceptance and 10% of the contract price during contract guaranty period], which represents the deposit required of the contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract [contract number] for [description of work] at [location of work] in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and [name of contractor] of [address of contractor] on [contract date], plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution: [Name]

Address:

Location: _____

Representative(s): _____ State of Inc.: _____

Corporate Seal:

Authority is attached evidencing authority of the signer to bind the bank to this document. _____Certificate of

ATTACHMENT #2

UNITED STATES DEPARTMENT OF STATE
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS(1)DIVISION/DESCRIPTION (2)LABOR (3)MATERIALS (4)OVERHEAD
(5)PROFIT (6)TOTAL

1 General Requirements2. Site Work

3. Concrete

4. Masonry

5. Metals

6. Wood and Plastic

7. Thermal and Moisture

8. Doors and Windows

9. Finishes

10. Specialties

11. Equipment

12. Furnishings

13. Special Construction

14. Conveying Systems

15. Mechanical

16. Electrical

USD TOTAL:

Allowance Items:

PROPOSAL

PRICE

TOTAL: USD

Alternates (list separately do not total)

Offeror:**Date**

PRICE BREAKDOWN BY DIVISION OF SPECIFICATION ITEMS